

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
3:20-cv-37-RJC-DCK

PAUL BORDE,

Petitioner,

v.

RETAIL CREDIT AND CAPITAL
CORPORATION,

Respondent.

**ORDER GRANTING MOTION
FOR ENTRY OF DEFAULT
JUDGMENT**

THIS MATTER IS BEFORE THE COURT on Petitioner’s “Motion for Entry of Default Judgment” (Doc. No. 9) pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure. Having carefully considered the motion and the record, and noting that Respondent has failed to file a timely response, the undersigned will grant the motion.

IT IS, THEREFORE, ORDERED that Petitioner’s “Motion for Entry of Default Judgment” be, and hereby is, **GRANTED** in its entirety and Petitioner have and recover Judgment against Respondent; and

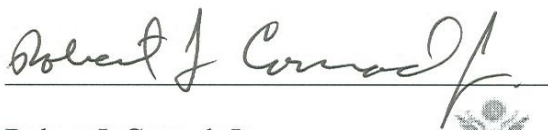
IT IS FURTHER ORDERED that Petitioner is entitled to the following relief:

- (1) Damages associated with the ongoing guarantee dispute in the amount of \$99,192.43;
- (2) Attorney’s fees and costs associated with the defense of the ongoing guarantee dispute of \$6,462.50;

- (3) Attorney's fees and costs associated with the defense of the ongoing guarantee since the Arbitration Award in the amount of \$2,055.
- (4) Fees and costs associated with bringing the underlying arbitration action in the amount of \$6,310.50;
- (5) Fees and costs associated with bringing this Petition to Enforce the Arbitration Award amounting to \$11,902.85.
- (6) Post-judgment interest at a rate of 7.25%.
- (7) Injunctive relief requiring Respondent Retail Credit and Capital Corporation (RCCC)'s officers and directors, or their designees to, within seven (7) days:
 - a. Provide Petitioner with an accounting of all outstanding loans made for the benefit of RCCC affiliates for which Petitioner is listed as a personal guarantor, including for each loan: copies of all loan agreements; workouts or settlement offers or agreements; the amount outstanding; the amount paid to date; any secured collateral for the loan; and the current location and use of such collateral;
 - b. Provide Petitioner with a verified or sworn statement on behalf of RCCC in which the statement describes in detail the efforts RCCC has taken to remove Petitioner from any and all guarantees, licenses, permits, leases, or other documents relating to RCCC's business;
 - c. To tender any and all collateral for any loan upon which Petitioner remains a personal guarantor for recovery by Petitioner or the creditor, as appropriate;
 - d. To appear and defend Petitioner in any ongoing or future litigation arising from a personal guarantee covered by the Settlement Agreement.

SO ORDERED.

Signed: November 10, 2020



Robert J. Conrad, Jr.
United States District Judge

